



The relief described hereinbelow is SO ORDERED.

Signed June 29, 2023.

A handwritten signature in black ink, appearing to read "H. Mott".

H. CHRISTOPHER MOTTO
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

IN RE:)
)
PASO DEL NORTE MATERIALS, LLC,) Case Number 23-30252-hcm
)
)
) Chapter 11
Debtor.)

AGREED ORDER REGARDING MOTION OF WELLS FARGO EQUIPMENT FINANCE, INC.
FOR RELIEF FROM STAY AGAINST PROPERTY OF THE ESTATE

On June 14, 2023, came on for hearing the Motion of Wells Fargo Equipment Finance, Inc. for Relief From Stay Against Property of the Estate and Waiver of 30-Day Requirement (the "*Motion*") filed by Wells Fargo Equipment Finance, Inc. ("Wells Fargo"). Paso Del Norte Materials, LLC, the Debtor, filed a Response to the Motion. Wells Fargo and the Debtor appeared through counsel and announced they had reached an agreement for adequate protection to be provided to Wells Fargo which resolves the Motion.

The Motion concerns the following commercial finance agreements payable by the Debtor to Wells Fargo: 1) Combination Loan and Security Agreement dated October 20, 2020 in the original principal amount of \$1,160,500.36 ("Contract 1"), and Combination Loan and Security Agreement dated May 21, 2018 in the original principal amount of \$673,775.00 ("Contract 2", together with Contract 1 the

“Contracts”). The Contracts are each secured by all of the following collateral, together with proceeds, insurance proceeds, attachments, accessions, and other appurtenant property as described in the Contracts (the “*Collateral*”):

One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX0LD652615 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009508; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX2LD652616 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009570; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX4LD652617 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009571; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX6LD652618 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009572; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX8LD652619 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009573; One (1) 2020 Peterbilt Model 567 Truck, Vin: 1NPCX7EX7LD652598 with BridgeKing 11 yard CTM Concrete Mixer, S/N: 110HZ2009574

One (1) Fabtec Model CSCTC10006203 Portable Closed Circuit Crushing Plant, S/N 446717 One (1) Terex Model TC1000 Cone Crusher, S/N TRXF1000KMAFH2097 One (1) Terex/Cedarapids Model TSV6203 Screen, S/N TRXV6203CDUHF2653 Two (2) Superior 30" x 60' Stackable Plus Conveyors, S/N's 1225774 & 1227966 together with all accessories, attachments, parts, repairs, additions, and replacements attached thereto or incorporated therein and in the proceeds thereof.

The Court finds that notice of the Motion and the deadline to object to the Motion was proper and sufficient, that the time to respond or object to the Motion has expired, and no parties objected except the Debtor. The Court further finds that the Motion was sufficient to afford notice of the material provisions of the agreement and opportunity for a hearing and is in compliance with Federal Rule of Bankruptcy Procedure 4001(d). After consideration of the pleadings and finding Wells Fargo and the Debtor have reached an agreement for adequate protection to be provided on the terms and conditions set out in this Order and that the agreement is in the best interest of the estate and should be approved, the Court finds the following order should be entered.

IT IS THEREFORE ORDERED that:

1. Wells Fargo holds a valid and perfected lien on the Collateral.
2. The Debtor shall pay to Wells Fargo adequate protection attributable to Contract 1 as follows: a) \$9,070.00 due on or before June 30, 2023, b) \$9,070.00 due on or before July 31, 2023, and c) \$18,140.39 per month due on August 31, 2023 and continuing on the last business day of each

consecutive month thereafter until confirmation of a plan of reorganization, conversion or dismissal of this case, or further order of this Court.

3. The Debtor shall pay to Wells Fargo as adequate protection on Contract 2 as follows: a) \$3,006.00 due on or before June 30, 2023, b) \$3,006.00 due on or before July 31, 2023, and c) \$6,012.41 per month due on August 31, 2023 and continuing on the last business day of each consecutive month thereafter until confirmation of a plan of reorganization, conversion or dismissal of this case, or further order of this Court.

4. The Debtor shall maintain fully paid for all-risk physical damage insurance on all of the Collateral in the amounts and on the terms as required in the "Casualty Insurance; Loss or Damage" section of the Contracts. The Debtor shall keep the Collateral in its possession, maintain the Collateral in good condition and allow Wells Fargo access for inspection upon forty-eight hours advance notice.

5. If the Debtor is in default under any terms of this Order, and said default is not cured within ten (10) days after written notice of the default is mailed to the Debtor and its attorney, the automatic stay shall be automatically and immediately lifted without further notice, further action by Wells Fargo, or further order of the Court. Upon a lifting of the automatic stay Wells Fargo may take all actions permitted under the Contracts and applicable law.

6. This Order shall be valid and subsisting even in the event this case is converted to another Chapter of the Bankruptcy Code.

IT IS FURTHER ORDERED this Order is without prejudice to the right of Wells Fargo to seek relief from stay, additional or different adequate protection, dismissal or conversion of this case, or any other relief.

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Agreed to and Approved
As to Form and Substance:

Kemp Smith LLP
221 N. Kansas, Ste. 1700
El Paso, Texas 79901
(915) 533-4424

By: /s/ James W. Brewer

James W. Brewer

James.brewer@kempsmith.com

Attorneys for Wells Fargo Equipment Finance, Inc.



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600 Sunland Park Dr., Ste. 4-400
El Paso, Texas 79912
(915) 584-3773
budkirk@aol.com
Attorney for the Debtor

In re:

Paso Del Norte Materials, LLC

Debtor

Case No. 23-30252-hcm

Chapter 11

District/off: 0542-3

User: admin

Page 1 of 2

Date Rcvd: Jun 29, 2023

Form ID: pdfintp

Total Noticed: 11

The following symbols are used throughout this certificate:

Symbol Definition

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 01, 2023:

Recip ID	Recipient Name and Address
db	+ Paso Del Norte Materials, LLC, 8000 Escobar Dr., El Paso, TX 79907-1854
tr	+ Michael G. Colvard, Martin & Drought, PC, Weston Centre, 112 E Pecan St, Suite 1616, San Antonio, TX 78205-8902
cr	+ 4Rivers Equipment, LLC, c/o Clyde A. Pine, Jr., P.O. Box 1977, El Paso, TX 79999-1977
cr	+ C&R DISTRIBUTING, LLC, Gordon Davis Johnson & Shane, PC, 4695 N. Mesa Street, Suite 100, El Paso, TX 79912 UNITED STATES 79912-6149
cr	+ Clowe & Cowan of El Paso, LLC, c/o Michael J. Shane, 4695 N. Mesa Street, Suite 100, El Paso, TX 79912-6149
cr	+ Joshua Ortega d/b/a Sunset Sand & Gravel, ScottHulse PC, c/o James Feuille, 201 E. Main Dr. Ste. 1100, El Paso, TX 79901-1340
intp	+ Sean Kelley, 22911 Trailwood, Tomball, TX 77375-7107
cr	+ Sumitomo Mitsui Finance and Leasing Co. Ltd., c/o Kye Law Group, P.C., 201 Old Country Road, Suite 120, Melville, NY 11747-2725
cr	+ Wallwork Financial, c/o Padfield & Stout, LLP, Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort Worth, TX 76102-3792
cr	+ Wells Fargo Equipment Finance, Inc., c/o James W. Brewer, P. O. Box 2800, El Paso, TX 79999-2800

TOTAL: 10

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	Email/Text: sanantonio.bankruptcy@publicans.com	Jun 29 2023 22:43:00	City Of El Paso, Weston Centre, 112 E. Pecan St, Suite 2200, San Antonio, TX 78205

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
aty	*+	Michael G. Colvard, Martin & Drought, PC, Weston Centre, 112 E Pecan St, Suite 1616, San Antonio, TX 78205-8902

TOTAL: 0 Undeliverable, 1 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 01, 2023

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 29, 2023 at the address(es) listed below:

Name	Email Address
Aldo R Lopez	on behalf of Creditor Prana Machinery Inc. alopez@raylaw.com, psoto@raylaw.com
Callan Clark Searcy	on behalf of Creditor Texas Comptroller of Public Accounts Revenue Accounting Division bk-csearcy@texasattorneygeneral.gov, sherri.simpson@oag.texas.gov
Christopher V. Arisco	on behalf of Creditor Wallwork Financial carisco@padfieldstout.com carisco@livepad.com
Clyde A. Pine, Jr.	on behalf of Creditor 4Rivers Equipment LLC pine@mgmsg.com, clyde.pine@gmail.com
Don Stecker	on behalf of Creditor City Of El Paso don.stecker@lgbs.com
E. P. Bud Kirk	on behalf of Plaintiff Paso Del Norte Materials LLC budkirk@aol.com
E. P. Bud Kirk	on behalf of Debtor Paso Del Norte Materials LLC budkirk@aol.com
Erin Coughlin	on behalf of U.S. Trustee United States Trustee - EP12 erin.coughlin@usdoj.gov roxana.peterson@usdoj.gov;carey.a.tompkins@usdoj.gov;omar.e.jones@usdoj.gov
Gregory Marc Weinstein	on behalf of Creditor United States Fire Insurance Company gweinstein@weinrad.com cspringer@weinrad.com;smcfadin@weinrad.com
James Michael Feuille	on behalf of Creditor Joshua Ortega d/b/a Sunset Sand & Gravel jfeu@scotthulse.com tmar@scotthulse.com;jcor@scotthulse.com
James W. Brewer	on behalf of Creditor Wells Fargo Equipment Finance Inc. jbrewer@kempsmith.com, tschoemer@kempsmith.com
James W. King	on behalf of Creditor Sumitomo Mitsui Finance and Leasing Co. Ltd. jking@offermarking.com
Jarom J Yates	on behalf of Creditor 1st Source Bank jarom.yates@haynesboone.com kim.morzak@haynesboone.com
Matthew F Kye	on behalf of Creditor Sumitomo Mitsui Finance and Leasing Co. Ltd. mkye@kyelaw.com mkye@magnozzikye.com
Michael J. Shane	on behalf of Creditor C&R DISTRIBUTING LLC mshane@eplawyers.com, bsilva@eplawyers.com
Michael J. Shane	on behalf of Creditor Clowe & Cowan of El Paso LLC mshane@eplawyers.com, bsilva@eplawyers.com
Steven B. Bass	on behalf of Creditor United States Internal Revenue Service Steven.Bass@usdoj.gov tina.travieso@usdoj.gov
United States Trustee - EP12	USTPRegion07.SN.ECF@usdoj.gov

TOTAL: 18